

DECLARATION OF RESTRICTIONS

OF

County of Fauquier
(Owner)
Warrenton, VIRGINIA

THIS DECLARATION OF RESTRICTIVE COVENANTS, is made this **12** day of July, 2005, by **County of Fauquier**, Owner.

WHEREAS, **County of Fauquier** is the owner of the Property more fully described on Exhibit A attached hereto; it being the same property conveyed to the County of Fauquier, by deed from Franklin & Marshall College, a Pennsylvania Corporation, dated February 5, 2001, and duly recorded in the Clerk's Office of the County of Fauquier in Deed Book 887, at page 1811.

WHEREAS, **County of Fauquier** desires to impose on said Property restrictive covenants expressing **County of Fauquier's** intent to preserve **9.5** acres of said property as shown on Exhibit B and as described as wetlands and waters of the United States subject to restrictive covenants in perpetuity in its natural state as detailed below. These covenants are imposed by Owner freely and voluntarily, in order to assure that the aquatic impacts pursuant to permit # **WP4-05-0137** and permit # **05-V0137** shall be minimal.

NOW THEREFORE THIS DECLARATION WITNESSETH: County of Fauquier does hereby declare, covenant and agree, for itself and its successors and assigns, that said Property described as **wetlands and waters of the United States and buffer restoration areas subject to restrictive covenants** shown on Exhibit B shall be hereafter held, leased, transferred, and sold subject to the following conditions and restrictions which shall run with the land and be binding on all parties and persons claiming under them.

Covenants and Restrictions.

The Property described as **wetlands and waters of the United States and buffer restoration areas subject to restrictive covenants** shown on Exhibit B attached hereto shall be preserved in perpetuity in its natural state, by prohibiting the following activities:

1. Destruction or alteration of the preservation area shown on Exhibit B other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE) **under Permit Number 05-V0137** and the Virginia Department of Environmental Quality (DEQ) under Permit Number **WP4-05-0137**;

2. Construction, maintenance or placement of any structures or fills including but not limited to buildings, mobile homes, fences, signs other than those which currently exist. (However, boardwalks, wildlife management structures, observation decks, one informative sign, and unpaved foot trails may be placed within the preservation area provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the USACE);
3. Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by USACE);
4. Permitting livestock to graze, inhabit or otherwise enter the preservation area.
5. Cultivating, harvesting, cutting, logging, planting, and pruning of trees and plants, or using fertilizers and spraying with biocides (except as may be necessary on a case-by-case basis with prior approval by USACE);

Amendment

The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owner or its successor in interest and the USACE and DEQ. The Owner or its successor may apply to the USACE and DEQ for vacation or modification of this declaration; however, after recording, these restrictive covenants may only be amended or vacated by a recorded document signed by the USACE and DEQ and the Owner or its successor in interest.

Compliance Inspections and Enforcement

The USACE, DEQ, and its authorized agents shall have the right to enter and go upon the Property to inspect the Property and take actions necessary to verify compliance with these restrictive covenants. The restrictive covenants herein shall be enforceable by any proceeding at law or in equity or administrative proceeding by the USACE or DEQ **or the County of Fauquier**. Failure by any agency (or owner) to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Separability Provision

The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

Consent of Lender and Trustee (if applicable)

(Not Applicable)

DRAFT
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WITNESS the following signature the day and year first above written.

The County of Fauquier

BY: _____

TITLE: County Administrator

Commonwealth of Virginia, County of Fauquier, to wit:

I, _____, a notary public for the state and county aforesaid,
do certify that Paul S. McCulla, County Administrator, whose name was signed on
_____, 2005 in his capacity on that date to the foregoing document has
acknowledged said document and signature before me in the county aforesaid.

Given under my hand and notarial seal this _____ day of
_____, 2005.

Notary Public

My commission expires _____.

APPROVED AS TO FORM:

Kevin J. Burke
Fauquier County Attorney

Commonwealth of Virginia, County of Fauquier, to wit:

I, _____, a notary public for the state and county aforesaid,
do certify that Kevin J. Burke, County Attorney, whose name was signed on
_____, 2005 in his capacity on that date to the foregoing document has
acknowledged said document and signature before me in the county aforesaid.

Given under my hand and notarial seal this _____ day of
_____, 2005.

Notary Public

My commission expires _____.

DRAFT
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Exhibit A

Legal description of property.

Exhibit B

Plat Map and /or Legal description of preserved area. If Plat is oversized and will be recorded separately. Exhibit B should contain a description that includes the reference to the Plat Book and Page number where the plat is recorded.